

ELLSWORTH VILLAGE CONDOMINIUMMASTER DEED

## PHASE I



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This Master Deed of the Ellsworth Village Condominium made this 20<sup>th</sup> day of July, 2006.

WITNESSETH that Ellsworth Village, LLC, of Acton, Middlesex County, Massachusetts, (hereinafter referred to as the "Declarant"), being the owner of certain premises in Acton, Middlesex County, Massachusetts, hereinafter described on Schedule A, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and by this Master Deed does create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be the Ellsworth Village Condominium. The premises which constitute the condominium comprise the land (the "Land") situated off of Brabrook Road, Acton, Middlesex County, Massachusetts and depicted as parcel 1D-1 together with the improvements and building now existing and to be hereinafter constructed thereon, and including Open Space Easement A and Open Space Easement C, (collectively, the "Condominium"), all as shown on a plan entitled, "Ellsworth Village Condominium, Senior Residence Special Permit, Acton, Massachusetts (Middlesex County) Record Plan, For: Ellsworth Village, LLC, Scale: 1" = 40', November 19, 2004, last revised August 24, 2005, Stamski and McNary, Inc., 80 Harris Street, Acton, Massachusetts", which Plan has been recorded with the Middlesex South District Registry of Deeds (the "Registry") as Plan No. 1275 of 2005 and (1) "UNITS 1, 2, 3, 4, 5 & 6 ELLSWORTH

Please return to: D'Agostine, Levine, Parra & Netburn, P.C., 268 Main Street,  
P.O. Box 2223, Acton, MA 01720

VILLAGE CONDOMINIUM, PLAN OF LAND IN ACTON, MASSACHUSETTS (MIDDLESEX COUNTY) FOR: ELLSWORTH VILLAGE, LLC, SCALE: 1" = 40"; (2) "ELLSWORTH VILLAGE CONDOMINIUM, BUILDING 1, UNITS 1 & 2, FLOOR PLAN IN ACTON, MASSACHUSETTS (MIDDLESEX COUNTY) FOR: ELLSWORTH VILLAGE, LLC, SCALE: 1" = 5"; (3) "ELLSWORTH VILLAGE CONDOMINIUM, BUILDING 2, UNITS 3 & 4, FLOOR PLAN IN ACTON, MASSACHUSETTS (MIDDLESEX COUNTY) FOR: ELLSWORTH VILLAGE, LLC, SCALE: 1" = 5"; AND (4) "ELLSWORTH VILLAGE CONDOMINIUM, BUILDING 3, UNITS 5 & 6, FLOOR PLAN IN ACTON, MASSACHUSETTS (MIDDLESEX COUNTY) FOR: ELLSWORTH VILLAGE, LLC, SCALE: 1" = 5"; all of which plans are dated July 18, 2006 by Stamski and McNary, Inc.; and recorded herewith as Plan No. \_\_\_\_\_ of 2006, said plans being the Condominium Plans hereinafter referred to, said premises being bounded and described as set forth on the attached Schedule A. Said Ellsworth Village Condominium, when complete will consist of Fifteen (15) residential buildings each containing either two (2) or three (3) Units, and one (1) "Village House" common building as described hereafter, and each having access through a private road named Ellsworth Village Road, as shown on the plans, to Brabrook Road, Acton, Massachusetts, all as shown on the Condominium Plans which shows the layout, location, unit numbers and dimensions of the units as built. The Ellsworth Village Condominium Phase 1 contains six (6) Units in three (3) buildings and is the first phase of a fifteen (15) phase condominium. Said Declarant reserves the right, but not the obligation, to create additional phases, including any part thereof as shown on the plans hereinbefore mentioned. When and if all Phases are completed, the Condominium will contain thirty-three (33) units. Said Phase 1 consists of three (3) buildings, each of which contain two (2) units and each of which have access over Ellsworth Village

Road shown on the Condominium Plans, to Brabrook Road, Acton, Massachusetts, all as shown on the Condominium Plans which shows the layout, location, unit numbers and dimensions of the units as built. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas and roadways designated as Phases 2 through 15, as shown on the Condominium Plans hereinabove referred to, and any sub-phases thereof. The Declarant also reserves the right to have as an appurtenance to the construction of Phases 2 through 15, and any subphases thereof, an easement to pass and repass over the said land, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction of the said Phases 2 through 15, and any sub-phases thereof. The Declarant, its successors and assigns, shall have such right and easement to use driveways and walkways affording access to the said premises including the right and easement to construct additional driveways and walkways to serve the said buildings in Phases 2 through 15, provided that such easement for access and construction shall not unreasonably interfere with the access of the owners of the units in Phase 2 to their units.

The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub phases within one or more phases), to change the order of such phases and the number of buildings and units in such phases, provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A, as amended.

The Declarant reserves the right to grant easements over, under, through and across the common areas of the Condominium Land and Buildings for the purpose of installing cable television

lines serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

The Condominium is subject to the provisions of a Senior Residence Special Permit issued by the Town of Acton Planning Board Decision 05-01 Ellsworth Village Senior Residence Special Permit dated April 26, 2005, ("Special Permit") recorded with the Registry of Deeds in Book 45933, Page 22, and accordingly, three (3) of the Units in the Condominium, specifically Unit Nos. 17, 22, and 31 (the "Affordable Units"), will be sold at prices specified in a Regulatory Agreement entered into between Declarant and the Town of Acton dated July 20, 2006 and recorded herewith, provided such persons or households comply with the age restrictions set forth in Section 9 hereafter. All three (3) of the Affordable Units will be sold and resold to qualified persons or households with incomes at or below eighty percent (80%) of the Boston PMSA (Primary Metropolitan Statistical Area) Median Income for two-person households, at prices that allow these income groups to purchase the Affordable Units in accordance with the Department of Housing and Community Development ("DHCD") Local Initiative Program (LIP) guidelines, and to qualify the Affordable Units as part of Acton's affordable housing stock under G.L. c. 40B, as it may be amended. Local preference shall be given for the sale and resale of the Affordable Units, in accordance with Section 9B.12.7 of the Town of Acton Zoning Bylaw, or as the Acton Community Housing Corporation may further define, from time to time.

## **2. DEFINITIONS**

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

### 3. LEGAL ORGANIZATION

The Ellsworth Village Condominium Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the board of governors of the Association from time to time.

The Ellsworth Village Condominium Association, Inc. hereinafter referred to as the "Association", shall be the organization of Unit Owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which corporation will manage and regulate the aforesaid Condominium, pursuant to the By-Laws of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts.

Membership in the Association is appurtenant to Unit Ownership in the aforesaid Condominium and shall not be severable in any manner therefrom and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons. Initially, there shall be three governors appointed by the Declarant (including successors in the event of vacancy) who may serve until the fifth annual meeting of the Unit Owners, in accordance with the By-Laws of the Association. Thereafter, the governors shall be elected by and from the members of the Association.

Officers of the Association shall consist of a President, a Treasurer, and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Governors to serve as such officers and Unit Owners. In the event of a Corporate Unit Owner, the officer may be a director or officer thereof. In the event of a Trust Unit Owner, the officer may be a Trustee or beneficiary thereof.

The By-Laws of the Association shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Governors and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

**4. DESCRIPTION OF BUILDING**

Phase 1 of the Condominium consists of three (3) buildings, each of which contain two (2) units. The Condominium, when completed, will consist of fifteen (15) buildings each containing two (2) or three (3) units, for a total of thirty-three (33) units, and one (1) "Village House" common building as described hereafter and having access through a walkway and Ellsworth Village Road to Brabrook Road, all as shown on the Condominium plans above described and having such characteristics as are set forth in Schedule B and shown on the aforesaid Condominium Plans. The buildings have a masonry foundation, wood frame, wood siding with asphalt shingle roof.

**5. DESIGNATION OF UNITS**

Unit Designation, Number of Rooms, Approximate Area, Location and other descriptive information are as shown on the attached Schedule B, in the Condominium plans, all of which are incorporated herein and made a part hereof.

**6. INTEREST OF UNIT OWNER**

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C, which percentages reflect anticipated future development of a given order and mix of Units. For as long as the only units of the Condominium are those comprised in Phase 1, the percentages specified in Column A of the list set forth in Schedule C hereof shall be the respective percentage interest of the

units in the Condominium. If all anticipated phases are created in accordance with the provisions of Section 14 of this Master Deed, the percentages specified in Column B of the list set forth in Schedule C shall be the final respective percentage interest of the units in the Condominium. Notwithstanding the foregoing, the Declarant reserves the right to change the order and mix of styles, add additional styles, change the number or sequence of phases, and to adjust the corresponding percentage interest appertaining to the Units, including Units existing before as well as after such change, provided that such percentage interests as modified are in compliance with Chapter 183A, as amended.

#### 7. **BOUNDARIES OF UNITS**

The boundaries of the Units are as follows:

- a. **Floor:** The upper surface of the concrete basement floor or concrete first floor for units without basements;
- b. **Ceiling:** The plane of the lower surface of attic roof rafters.
- c. **Interior Building Walls Between the Units:** The plane of the interior surface of the wall studs facing each Unit.
- d. **Exterior Building Walls, Doors and Windows:** The planes of the interior surface of the wall studs or in case of a concrete wall, the interior surface of said concrete wall; as to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and window frames.

#### 8. **MODIFICATION OF UNITS**

The owner of any Unit may not, at any time, make any changes or modifications of the exterior of said Unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the building or its services; however, such Owner may modify the interior construction of such Unit in any manner not inconsistent herewith, and further may at any time and from time to time, change the use and designation of any room or space within

such Unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association, including the Rules and Regulations promulgated thereunder. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the local building permit authority, if required, and pursuant to the plans and specifications which have been submitted to and approved by the Board of Governors of the Association. Such approval shall not be unreasonably withheld or delayed.

**9. RESTRICTIONS ON USE OF UNITS**

- (a) Each Unit is hereby restricted to residential use and occupancy by senior citizens, fifty-five (55) years of age and older ("Qualifying Person"), their spouses, (including the surviving spouse of a deceased Qualifying Person), and/or a relative by blood or marriage of a Qualifying Person or of such spouse, provided that such relative must be fifty-five (55) years of age or older (a "Qualified Relative"), except (1) for disabled issue of a Qualifying Person who resides in a Unit and (2) other non Qualifying Persons, during a six (6) month period following the death or departure from the household of such Qualifying Person, his/her spouse, or Qualified Relative. For the purpose of the foregoing, disabled issue shall include any person, eighteen or older, who is under a legal disability or is certified by a qualified physician reasonably acceptable to the Board of Governors to be incapable of handling his or her financial or other personal affairs due to mental weakness, disability or handicap of any kind.
- (b) Every sale, resale, or other conveyance of every Unit, whether by the Declarant, or its successors, and or assigns, shall be to: (i) at least one Qualifying Person; (ii) to the



spouse or blood relative of a Qualifying Person, so long as the Qualifying Person occupies and intends to occupy the unit as his or her primary residence; or (iii) to a trust or other estate-planning vehicle under which the Qualifying Person holds a beneficial interest, so long as the Qualifying Person (or after the death of the Qualifying Person, his/her spouse or Qualified Relative) occupies or intends to occupy the Unit as his or her primary residence.

- (c) Except as otherwise set forth in this Master Deed, each Residential Unit shall be occupied by no more than two persons as a single-family residence. A third occupant who is either a disabled issue as previously defined or an individual whose express purpose is to provide health care to the occupants may be allowed. .
- (d) Overnight guests who are younger than fifty-five (55) years of age shall be allowed for reasonable visitation periods not to exceed two (2) weeks in duration and not to exceed two (2) weeks per year. Except as set forth in (a) above, children under the age of eighteen (18) shall not be allowed to reside in the Units; occupancy for two (2) weeks or less per year shall not be deemed occupancy by children. Notwithstanding the foregoing, up to two (2) children per Unit, under the age of eighteen (18), whose parents are deceased or otherwise legally or physically incapacitated and unable to perform their parental functions, shall be allowed to reside with their grandparents without limitation as to time.
- (e) Notwithstanding any provisions of this Section 9, Restrictions on Use of Units, to the contrary, the Declarant, its successors, assigns or affiliates has the right to use any Unit owned or leased by it or any common area or portion thereof or suitable facility

in the Condominium for models and for offices for sales, construction, storage and any other lawful purpose. So long as Declarant owns any unit in the Condominium, it shall have the right to erect and maintain "for sale" signs in and on the Common areas and facilities of the Condominium.

- (f) Any lease or rental agreement for any Unit shall be to a Qualifying Person, their spouses, (including the surviving spouse of a deceased Qualifying Person), and/or a Qualified Relative, provided that the tenant(s) all meet the occupancy requirements of Section 9(a) herein, in writing and specifically subject to the Master Deed, the By-Laws of the Association and the Rules and Regulations of the Condominium, including the restrictions with respect to occupancy, and shall have a minimum initial term of six (6) months. A copy of all leases or rental agreements, together with proof of age of all occupants, as executed (with the dollar amount of rent deleted at the unit owner's option) shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records. The Board of Governors shall also be furnished at the same time with written acknowledgement of the lessee that the lessee has received copies of and will comply with the provisions of such Master Deed, By-Laws and Rules and Regulations. Notwithstanding the foregoing, the said Declarant, its successors, assigns or affiliated entities shall have the further right to let or lease to a Qualifying Person, his/her spouse(s) (including the surviving spouse of a deceased Qualifying Persons), and/or a Qualified Relative, any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon

such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

- (g) The occupants of each unit shall be entitled to keep one (1) pet, either a cat or a small dog per unit and the keeping of any such pet shall be subject to the Rules and Regulations adopted by the Board of Governors and in the event that any such pet, in the sole discretion of the Board of Governors, causes or creates a nuisance, said pet shall be permanently removed from the property upon three (3) days' notice.
- (h) All uses of the Land in the Ellsworth Village Condominium shall comply with the Town of Acton Zoning Bylaw and the terms and conditions of the Special Permit.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors of the Association, the By-Laws of the Corporation and the Ellsworth Village Rules and Regulations. Any Unit Owner found by the Massachusetts Superior Court to be in violation of the provisions of this Master Deed, By-Laws and Rules and Regulations of the Association, By-Laws or the Corporation, or Ellsworth Village Rules and Regulations shall be liable for the reasonable counsel fees incurred by the association and/or Corporation in enforcing same.

The Association also reserves the right and easement to enter onto the premises, from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, common areas and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-Laws of the Association.

**10. UNIT APPURTENANCES**

Appurtenant to each Unit is the following:

- a. Membership in the Association which shall be in the same percentage as an individual Unit Owner common interest. Such membership is not assignable or severable from the ownership of such Unit.
- b. The exclusive easement to use the decks or porches adjacent to each Unit, if any there be, as shown on the said condominium plans recorded with the Master Deed which is incorporated herein by reference.
- c. The exclusive easement to use the portion of the driveway immediately in front and providing vehicular access to the garage included within each Unit, each appurtenant thereto, as shown on the said condominium plans recorded with the Master Deed, which are incorporated hereby by reference.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, including the exclusive easement, if any, as may be granted in the Master Deed and as shown on said Condominium plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

**11. COMMON AREAS AND FACILITIES**

The common areas and facilities of the aforesaid Condominium comprise and consist of:

- (a) the land described in the attached Schedule A as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in this Master Deed and on the Ellsworth Village Condominium plans annexed hereto; the said Common Areas are further subject to the Declarant's right and easement to construct, mortgage, and lease the structures constituting subsequent phases, and thereafter to submit the same as phases by Amendment to the Master Deed, as

provided herein, provided, however, that until amendments are recorded by the Declarant, the structures will remain the property of the Declarant and shall not constitute part of the Condominium;

- (b) portions of the buildings not included within the boundaries of the Units, including foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, chimneys, roofs and gutters, drainage downspouts, and other elements attached to the buildings but not included within the Units;
- (c) roof of buildings, all conduits, ducts, plumbing, tanks, wiring, flues, and other facilities for the furnishing of power, light, gas, water, and all sewer and drainage pipes, septic tanks, and sewer disposal systems owned by the Declarant located without the Units or located within the Units and serving parts of the Condominium other than the unit within which such facilities are contained; as to utility conduits, lines, pipes, and wire situated on the premises but not owned by the Declarant, the right and easement to use the same shall be included as part of the Common Elements;
- (d) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit;
- (e) The land and any recreational facilities on the premises of the Condominium, yards, lawns, gardens, driveways, walkways, parking area(s), and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants;
- (f) the roadway "Ellsworth Village Road", which provides access to the Units from Brabrook Road;

- (g) the gated emergency access road located upon or within that portion of the common land shown as "Easement C For Emergency Access & Pedestrian Access" on the Condominium Plans and Record Plan, as described in the attached Schedule A;
- (h) the pedestrian access paths located upon or within that portion of the common land shown as "Easement A for Pedestrian Access", "Easement B for Pedestrian Access", and "Easement C For Emergency Access & Pedestrian Access" on the Condominium Plans and Record Plan, as described in the attached Schedule A (together, "Pedestrian Easement Area");
- (i) the common septic system ("Septic System") including, without limitation, all tanks, lines, leaching fields, pumps, chambers, and electrical alarms wherever they may be located;
- (j) the catch basins, sedimentation/detention basins, and the drainage system located within the land and easement areas described in the attached Schedule A;
- (k) the "Village House" and parking spaces constructed, or to be constructed, on "Open Space Easement C";
- (l) In general, any and all apparatus, equipment and installations existing for common use; and
- (m) All other elements and features of the Condominium however designated or described, excepting only the Units themselves as herein defined and described, and such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed.

The Common Areas of the aforesaid Condominium also include those certain parcels of land shown on the Condominium Plans as "Open Space Easement A" and "Open Space Easement C", which parcels areas shall be used for conservation and passive recreation, shall be kept in their open and natural state, shall not be built upon, developed or used except for the construction of the "Village House" on Open Space Easement C, and trails and walking paths, drainage facilities, septic facilities, and a gated emergency access road on Open Space Easement A as shown on the Condominium Plans and Record Plan described in Schedule A, all in accordance with the provisions of the Town of Acton By-Law for a Senior Residence Development and the Ellsworth Village Senior Residence Special Permit as more particularly set forth in Schedule A of this Master Deed.

Ellsworth Village Road, which provides access to the Units from Brabrook Road, the gated emergency access way situated on "Easement C For Emergency Access & Pedestrian Access", and "Easement A for Pedestrian Access" and "Easement B for Pedestrian Access", all as shown on the Condominium Plans, are private ways that are part of the Common Areas of the Condominium and will never be accepted by the Town of Acton as public ways. Accordingly, maintenance, repaving, snow and ice removal, and any other repairs of every type or kind, or other work necessary to keep such roadways safe and passable, will be the sole responsibility of the Association in perpetuity, to be paid out of monthly condominium fees and other assessments made pursuant to the provisions of the By-laws of the Association, and the Town of Acton shall have no responsibility regarding same.

**12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS**

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance for the same, shall exist so long as the building stands.

**13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE**

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium, in accordance with the formula set forth herein and the provisions of Chapter 183A of the General Laws of Massachusetts. Any such amendments in subsequent phases to the Units then existing in the condominium as hereinbefore and hereinafter provided shall also be made on the foregoing basis. Consistent with the foregoing, the percentage interest of each of the Affordable Units will be based on the reduced sale price of said Unit as specified in the applicable Regulatory Agreement, and as such, the percentage interest of each of the Affordable Units (and the corresponding condominium fees) will be less than other comparably sized Units in the Condominium. Provided however, in the event any of the Affordable Units lose their "Affordable" status pursuant to the provisions of the Regulatory Agreement and/or Deed Rider, and are no longer subject to any restriction as to price or income of purchaser, the percentage interests of the units in the Condominium shall be adjusted to make the percentage interest (and the corresponding condominium fees) of the former "Affordable Unit", consistent with other units of comparable size and amenity.



Each Unit in Phase 1 of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor on Column A in Exhibit C annexed hereto and made a part hereof, for so long as the only Units in the Condominium are those included in Phase 1.

From and after the inclusion(s) in this Condominium of additional Units in future phases, the percentages to which Units in Phase 1 are entitled shall be reduced accordingly, and the percentage to which Units in Phase 1 and in each additional Unit in future phases of the Condominium subsequently included therein, shall at all times be in accordance with the provisions of the Act and distributed among the Units then included in the Condominium in fair and equitable proportions. To that end, the percentages of undivided interest in the common areas and facilities to which a Unit (whether included therein in Phase 1 or a subsequent Phase), shall be entitled shall be a number (expressed as a percentage) equal to the Base for such Unit style, as specified herein or in an Amendment of the Master Deed, divided by the number S, determined as herein specified. The Bases for the several present and anticipated Unit styles shall be as follows:

Style A: .0335

Style B: .0305

Style C: .0112

The Bases for new Unit types included in the Condominium shall likewise be determined by the Declarant in accordance with the provisions of the Act and in fair and equitable proportion to each other and to the Bases for present Unit types, and shall be set forth in an Amendment to the Master Deed by which such Addition(s) are included in the Condominium. The number S shall be the sum of the products of the then number of each type of Unit included in the Condominium times the Base for

such Unit type. It is provided, however, that (a) the percentage figures so determined shall be rounded to the nearest one-thousandth (taking 5/10,000 as a major fraction), and further rounded to the least extent, if any, necessary, as determined by the Declarant in its reasonable discretion, to obtain a 100.000 percent total, and (b) the percentage figures so determined and so rounded shall be set forth in the Amendment to this Master Deed by which the Additional Building(s) resulting in such change of percentage is included to the Condominium.

#### **14. AMENDMENT OF MASTER DEED**

While the Declarant owns at least fifty (50%) percent of the percentage interest of the Units in the Condominium, this Master Deed may be amended by a majority vote of Unit Owners which shall constitute written consent of the Unit Owners and, by the written consent of the majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage, or otherwise dispose of any Condominium Unit owned by it, and no such amendment shall be in violation of or inconsistent with the Bylaws of the Town of Acton as amended from time to time, in particular the Zoning Bylaw, section 9B, and the Ellsworth Village Senior Residence Special Permit granted thereunder.

Any amendment involving a change in percentage interest, other than the creation of additional phases to the Condominium, shall, subject to the provisions of Section 16 below, require the assent of all unit owners whose percentage interest is affected by such change. No amendment shall be effective until recorded with the said Registry of Deeds.

#### **15. TERMINATION**

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the common areas and facilities.

The removal provided for in this paragraph and in the By-Law of the Association shall not bar the subsequent re-submission of the premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

#### **16. MORTGAGEE STATUS**

Notwithstanding anything in this Master Deed or the Condominium Association or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

a. In the even that the Unit Owners shall amend this Master Deed or the Condominium Association or its By-Laws to including therein any right of first refusal in connection with the sale of a unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) accept a deed (or assignment) in lieu of foreclosure in the even of default by a mortgagor; or
- (iii) sell or lease a Unit acquired by the First Mortgagee.

b. Any party who takes title to a Unit by foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;

c. Any first Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by-law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of the First Mortgagees which have at least fifty-one (51%) percent of the votes subject to such first mortgages, shall be required to:

- (i) by any act or omission, seek to abandon or terminate the Condominium; or
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:
  - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (b) determining the pro rata share of ownership of each Unit in the common areas and facilities.
- (iii) partition or subdivide any Unit; or
- (iv) by an act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided that the granting of easements for public

facilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

- (v) use hazard insurance proceed on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or
- (vi) add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:
  - (a) voting;
  - (b) assessments, assessment liens or subordination of any such liens;
  - (c) reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);
  - (d) insurance or fidelity bonds;
  - (e) rights to use common areas;
  - (f) responsibility for maintenance and repair of several portions of the Condominium;
  - (g) expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;
  - (h) boundaries of any Unit;
  - (i) the interest in the common areas;
  - (j) convertibility of Units into common areas or of common areas into Units;
  - (k) leasing of Units;
  - (l) imposition of any restrictions on a Unit Owner's right to sell or transfer his unit, including any right of first refusal or similar restriction;
  - (m) a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;
  - (n) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or By-Laws;
  - (o) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
  - (p) any provisions which are for the express benefit of mortgage holders First Mortgagees or eligible insurers or guarantors of first mortgages on Unit.

In addition, prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

If an addition or amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. An affidavit by the Clerk of the Board of Governors appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

f. In no event shall any provision of this Master Deed of the Condominium Association or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.

g. A First Mortgagee, upon request made to the Board of Governors of the Condominium Association, shall be entitled to written notice of:

- (i) any condemnation loss or any casualty loss which affects a Material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
- (ii) any delinquency in the payment of assessment or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;
- (iii) any lapse, cancellation or Material modification of any insurance policy or fidelity bond maintained by the Association; and

- (iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

#### **17. CONDOMINIUM CONTRACTS**

Any agreement for professional management of the Condominium, or any other contract or lease with the Condominium Association entered into by the Declarant prior to the time the Declarant shall have relinquished control of the Association, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

#### **18. BOOKS, RECORDS AND FINANCIAL STATEMENTS**

a. The Association shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the Condominium and books, records and financial statements of the Association. "Available" means available for inspection upon request, during the normal business hours or under other reasonable circumstances.

b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

#### **19. CONSTRUCTION OF DOCUMENTS**

a. The Master Deed and the By-Laws of the Association shall not be altered, amended or otherwise changed if such alteration or amendment will in any manner disqualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA).

All provisions of the Master Deed and of the said By-Laws shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

b. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

## 20. MISCELLANEOUS

a. Captions. The captions herein inserted are only as a matter of convenience and for reference and in no way define, limit or described the scope of this Master Deed nor the intent of any provision hereof.

b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

c. Waiver. No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches which occur.

d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions of this Master Deed and, in such event all of the other provisions of this Master Deed shall continue in full force and effect as though such invalid provision had never been included herein.



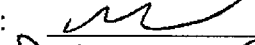
e. Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A and the mandatory provisions of such statute shall prevail.

f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens subject to such rights of amendment and termination herein set forth. A Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association and shall be collected as any other common charge from said Unit Owner.

g. Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last for a period of ninety-nine (99) years.

WITNESS OUR HANDS AND SEALS THIS <sup>10<sup>th</sup></sup> 20<sup>th</sup> DAY OF JULY, 2006

ELLSWORTH VILLAGE, LLC.

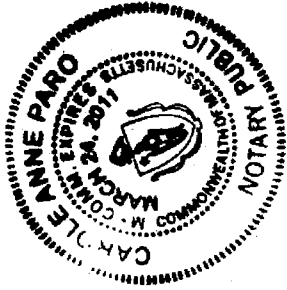
BY:   
Michael J. Jeanson, Member

BY:   
James D. Fenton, Member

## COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 20<sup>th</sup> day of July, 2006, before me, the undersigned notary public, personally appeared Michael J. Jeanson and James D. Fenton, proved to me through satisfactory evidence of identification, which were Massachusetts Drivers License, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as Members of Ellsworth Village, LLC.

Anne Paro

Notary Public:

My Commission expires:

ELLSWORTH VILLAGE CONDOMINIUM

## SCHEDULE A

That certain parcel of land in Acton, Middlesex County, Massachusetts, being shown as Parcel 1D-1 on a plan entitled "Ellsworth Village Senior Residence Special Permit, Acton, Massachusetts (Middlesex County), Record Plan, For: Ellsworth Village, LLC", Scale: 1" = 40', November 19, 2005, last revised August 24, 2005, Stamski and McNary, Inc., 80 Harris Street, Acton, Massachusetts," which plan is recorded with the Middlesex South District Registry of Deeds as Plan No. 1275 of 2005 ("Record Plan").

Said Parcel 1D-1, including Open Space Easements A and C, contains 361,927 square feet of land, more or less, according to said Plan, to which reference is hereby made for a more complete description.

The premises also include the perpetual rights and easements, in common with others, for the benefit of said Parcel 1D-1 in that certain parcel of land shown as "Easement C For Emergency Access & Pedestrian Access" ("Access Easement Area") on the Record Plan, for the purposes of constructing, reconstructing, and maintaining: (a) emergency vehicular access to and from Great Road to Parcel 1D-1, for the benefit of and appurtenant to Parcel 1D-1; and (b) pedestrian access to and from Great Road to Parcel 1D-1, for the benefit of Parcel 1D-1, and as part of a pedestrian pathway intended for the benefit of the inhabitants of the Town of Acton. Without limiting the generality hereof, said grant of easement includes the right to pass and repass, on foot or by emergency vehicle, for ingress and egress to the Condominium, and to enter upon, remove, deposit, slope, bank, and maintain material, filling, or support over and within said Access Easement Area, and to pave and repave, all as may be necessary or desirable for the construction, reconstruction, drainage, support, protection, and maintenance of the emergency vehicular access and/or pedestrian access constructed or to be constructed within the Access Easement Area. Also granted is the right and easement at any time, and from time to time, to clear and keep cleared the Access Easement Area of snow, ice, trees, roots, branches, shrubs, brush, bushes, structures, objects, and surfaces as may, in the opinion of the Grantee, its successors and assigns, interfere with the safe and unobstructed use and maintenance of the Access Easement Area for emergency vehicular or pedestrian access. Said grant also includes the right to enter upon said Access Easement Area to effectuate the rights granted herein, and the right to convey, in whole or in part, said rights and easements to the Town of Acton.

The premises also include the perpetual rights and easements, in common with others, for the benefit of said Parcel 1D-1, over, under, and upon a certain area of the remaining land of the Grantor being shown as "Proposed 20 FT Drainage & Utility Easement" ("Drainage Easement Area") on the Record Plan, for the purposes of draining of surface and subsurface water and for installing utilities over, under and upon said Drainage Easement Area, including the right to install, construct, reconstruct, maintain, repair, and/or replace drainage facilities and/or other utilities of any types and kinds, together with any and all appurtenance thereto. Without limiting the provisions hereof, said grant of easement includes, but is not limited to, the right to enter onto the Drainage Easement Area with any and all material and equipment necessary to effectuate this easement, the right to slope,

grade, regrade, stabilize, and maintain slopes necessary or desirable for the proper operation of the drainage and retention/detention ponds located or to be located on Parcel 1D-1, and the right to install, construct and maintain any and all drainage facilities, utilities, and all appurtenances thereto within the Drainage Easement Area that may be necessary to effectuate the easement.

The premises also include the perpetual right and easement to pass and repass, in common with others, over Parcel 1D-2 as shown on the Record Plan, for ingress and egress to and from said Parcel 1D-1 and Brabrook Road, and to install, construct, reconstruct, and maintain a paved access roadway, drainage facilities and utilities of every type and kind and to otherwise use Parcel 1D-2 for all purposes for which streets and ways are used in the Town of Acton, but no rights in the fee of said Parcel 1D-2 are hereby conveyed and the Grantor hereby reserves the fee in said Parcel 1D-2, including the right to convey the fee and all right, title, and interest of the Condominium Association in said Parcel 1D-2 to the Town of Acton.

Said Parcel 1D-1, together with the rights in the aforementioned easement areas "Easement C For Emergency Access & Pedestrian Access", "Proposed 20 FT Drainage & Utility Easement", and Parcel 1D-2, are intended to comprise the Common Land of the Ellsworth Village Condominium.

Reserving to the Declarant, its successors and assigns, the following rights over those portions of the Common Land being shown as "Open Space Easement A" and "Open Space Easement C" on the Record Plan (individually or together hereinafter "Open Space Easement Area"):

- (a) the perpetual right and easement to install, maintain, repair and/or replace drainage facilities of all types and kinds, together with any and all appurtenance thereto, for the drainage of surface and subsurface water, over, under and upon Open Space Easement Area, including without limitation, the right to enter upon the Open Space Easement Area, with materials and equipment necessary or required in order to effectuate this reservation of easement;
- (b) the perpetual right and easement to install, maintain, repair and/or replace underground sewage treatment and disposal facilities of all types and kinds, for the sewage system to service the Condominium, together with any and all appurtenance thereto, over, under and upon Open Space Easement A, including without limitation, the right to enter upon Open Space Easement A, with materials and equipment necessary or required in order to effectuate this reservation of easement.

Reserving to the Declarant, its successors and assigns, the following rights over those portions of the Common Land being shown on the Record Plan as "Easement C for Emergency Access & Pedestrian Access" ("Emergency Access Easement Area"):

the perpetual right and easement to pass and repass over and upon the Emergency Access Easement Area, for the purpose of emergency access by police, fire, ambulance or other emergency services, for ingress and egress to the Condominium, including without limitation, the right to construct, maintain, reconstruct and/or repair a roadway within such Emergency Access Easement Area, to pave and repave same, and to construct a gate that can be removed for such emergency access;

Reserving to the Declarant, its successors and assigns, the following rights over those portions of the Common Land being shown on the Record Plan as "Easement A for Pedestrian Access", "Easement B for Pedestrian Access", and "Easement C for Emergency Access & Pedestrian Access" (individually or together, the "Path Easement Area") the perpetual right and easement to construct and maintain a walkway or other trail for passage by foot over and within the Path Easement Area for recreational purposes and for access to abutting land, and to grant such rights and easements to the Town of Acton, for the benefit of the general public.

Reserving to the Declarant, its successors and assigns, the following rights over those portions of the Common Land being shown as "Open Space Easement C" on the Record Plan (hereinafter "Open Space Easement C"), the perpetual right and easement to install, maintain, repair and/or replace a "Village House" building and parking spaces, together with any and all appurtenance thereto, including without limitation, the right to enter upon the Open Space Easement C, with materials and equipment necessary or required in order to effectuate this reservation of easement.

Reserving to the Declarant, its successors and assigns, the following rights over, under, and upon the Common Land and the Condominium:

- (a) the perpetual right and easement for the purpose of accommodating completion of the roadways, drainage system, utilities, and the facilities, including but not limited to access, grading, monumenting, loaming, and seeding. Without limiting the generality hereof, said reservation of easement includes the right to perform grading, and to deposit fill and other material necessary for the construction, drainage, support, and maintenance of Ellsworth Village Road and the Condominium, including the right to convey said easements to the Town of Acton.
- (b) the perpetual right and easement for the purpose of surface and subsurface drainage, installing, constructing, and maintaining drainage facilities of every type and kind, including, but not limited to retention ponds, detention ponds, pipes, conduits, and all other types and kinds of drainage facilities, structures and appurtenances necessary or desirable for the purpose of surface and subsurface drainage. Without limiting the provisions hereof, said reservation of easement includes the right to enter onto the Common Land with any and all material and equipment necessary to fully effectuate these easements; install, construct and maintain any and all surface and subsurface drainage facilities, structures and appurtenances within the easement areas that may be necessary or desirable to fully effectuate the easement.
- (c) the perpetual right and easement for the purpose of installing, constructing, maintaining, reconstructing sewer facilities of every type and kinds, including but not limited to pipes, and other sewer and sewage facilities, structures and appurtenances deemed necessary or desirable by the Declarant, its heirs, successors and assigns. Without limiting the provisions hereof, said reservation of easement includes the right to enter onto said Common Land with any and all material and equipment necessary to fully effectuate these easements.

- (d) the perpetual right and easement for the purpose of installing, maintaining, operating, repairing and replacing a pipe or system of pipes and other lines and appurtenances thereto necessary or required in order to supply water to the Condominium, including the right to convey such easement to the Water Supply District of Acton.
- (e) the perpetual right to construct Units and facilities on all portions of the Common Land and to add same to the Condominium by Amendment to the Master Deed, all as more fully set forth herein.
- (f) said rights shall include the use of all necessary existing facilities of the Condominium, including without limitation, driveways, piping, equipment, treatment facilities, etc. and will allow the Declarant to construct such additional facilities on the Common Land as may be required to achieve the objectives set forth herein.
- (g) the perpetual right and easement over Ellsworth Village Road and the above land to serve as ingress and egress between the Brabrook Road and Common Land as shown on the above plan, for vehicular and pedestrian access.

Said premises are conveyed subject to and with the benefit of the following, insofar as the same may still be in force and applicable:

1. Provisions of Massachusetts General Laws Chapter 183A, as amended, the within Master Deed, as it may be amended from time to time, the By-Laws of The Ellsworth Village Condominium Association, Inc. and the Rules and Regulations promulgated thereunder;
2. Town of Acton Planning Board Decision 05-01 Ellsworth Village Senior Residence Special Permit dated April 26, 2005, recorded with the Registry in Book 45933, Page 22;
3. Orders of Conditions DEP File #89-892, issued pursuant to G.L. c.131, §40 and the Town of Acton Wetlands Protection Bylaw, recorded with the Registry in Book 45933, Page 33 and Book 45933, Page 41;
4. Regulatory Agreement by and between Ellsworth Village, LLC, Middlesex Savings Bank and the Acton Housing Authority dated July 20, 2006 and recorded with the Registry in Book \_\_\_\_\_, Page \_\_\_\_\_;

Said premises are conveyed subject to and with the benefit of easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

For title see deeds to Declarant: (1) Robert R. Moran, Trustee, Mini-Warehouse Realty Trust, dated August 22, 2005 and recorded with the Registry in Book 45933, Page 19; and (2) James D. Fenton and Michael J. Jeanson, dated August 22, 2005 and recorded with the Registry in Book 45933, Page 54.

ELLSWORTH VILLAGE CONDOMINIUM

## SCHEDULE B

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>STREET NO.</u>	<u>SQUARE FOOTAGE</u>
1	1	1 Ellsworth Village Road	3,615
2	1	3 Ellsworth Village Road	3,615
3	2	5 Ellsworth Village Road	3,615
4	2	7 Ellsworth Village Road	3,615
5	3	9 Ellsworth Village Road	3,615
6	3	11 Ellsworth Village Road	3,615
7	4	13 Ellsworth Village Road	
8	4	15 Ellsworth Village Road	
9	5	17 Ellsworth Village Road	
10	5	19 Ellsworth Village Road	
11	6	21 Ellsworth Village Road	
12	6	23 Ellsworth Village Road	
13	6	25 Ellsworth Village Road	
14	7	27 Ellsworth Village Road	
15	7	29 Ellsworth Village Road	
16	8	36 Ellsworth Village Road	
17**	8	34 Ellsworth Village Road	
18	8	32 Ellsworth Village Road	
19	9	30 Ellsworth Village Road	
20	9	28 Ellsworth Village Road	
21	10	26 Ellsworth Village Road	
22**	10	24 Ellsworth Village Road	
23	10	22 Ellsworth Village Road	
24	11	20 Ellsworth Village Road	
25	11	18 Ellsworth Village Road	
26	12	16 Ellsworth Village Road	
27	12	14 Ellsworth Village Road	
28	13	12 Ellsworth Village Road	
29	13	10 Ellsworth Village Road	
30	14	8 Ellsworth Village Road	
31**	14	6 Ellsworth Village Road	
32	15	4 Ellsworth Village Road	
33	15	2 Ellsworth Village Road	

\*\* denotes Affordable Unit

ELLSWORTH VILLAGE CONDOMINIUM

SCHEDULE B (cont.)

NOTES:

1. The Unit Designation of each unit, and a statement of its location, approximate area, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification, are shown on the Condominium Plans mentioned previously and recorded herewith, which is incorporated herein and made a part hereof.
2. Each Unit contains such rooms and garage(s), as well as such other characteristics, all as shown on the condominium plans recorded herewith which is incorporated herein, to which reference is hereby made for a more particular description. Each Unit is used only as a single-family home, including any accessory uses allowed under the Town of Acton Zoning Bylaw.
3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding number E.U.A., as shown on the plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentage of undivided interest in the Common Areas and Facilities shall conform with the provision of the Act.
5. Units 17, 22, and 31 are the Affordable Units, as stated in the Master Deed.



ELLSWORTH VILLAGE CONDOMINIUMSCHEDULE C

<u>Column A</u>			<u>Column B</u>
<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>CURRENT PERCENTAGE INTEREST</u>	<u>ANTICIPATED FINAL PERCENTAGE INTEREST***</u>
1	1	16.667	3.35
2	1	16.667	3.35
3	2	16.667	3.35
4	2	16.667	3.35
5	3	16.667	3.35
6	3	16.667	3.35
7	4		3.35
8	4		3.35
9	5		3.05
10	5		3.05
11	6		3.05
12	6		3.05
13	6		3.05
14	7		3.05
15	7		3.05
16	8		3.05
17**	8		1.12
18	8		3.05
19	9		3.05
20	9		3.05
21	10		3.05
22**	10		1.12
23	10		3.06
24	11		3.35
25	11		3.35
26	12		3.35
27	12		3.35
28	13		3.35
29	13		3.35
30	14		3.35
31**	14		1.12
32	15		3.35
33	15		3.35

\*\*\* (subject to modification in accordance with the terms of this Master Deed)

ELLSWORTH VILLAGE CONDOMINIUM

## SCHEDULE C (cont.)

As of the date of recording of the Master Deed, as amended, the Declarant in setting the percentages as set forth in this Schedule C, has complied with the provisions of Chapter 183(a) and pursuant to the provisions of the Master Deed, including but not limited to Paragraphs 1, 11 and 14 of the same, the Declarant reserves the right to add additional phases, in an order so desired, including the right to include sub-phases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so as at all times to be in compliance with the aforesaid provisions of Chapter 183(a). The Declarant will modify the percentage of interest of all subsequent Phases in compliance with the aforesaid provisions of Chapter 183(a) at the time of creation of such additional Phases or Sub-phases, as the same may be required depending on the type and mix of the units in the said future Phases.

  
Attest: Middlesex S. Registrar